Issued: August 22, 2003

Issued By: Donyel Bocage, President

Telephone: 504-240-2022 mylinetoo@msn.com

Original Page No. 1 Effective Date: October 3, 2003

TITLE PAGE

OF

KENTUCKY LOCAL EXCHANGE SERVICES TARIFF

OF

MYLINETOO TELECOMMUNICATIONS, LLC.

This Tariff, filed with the Kentucky Public Service Commission, contains the rates, terms, and conditions applicable to Local Exchange Telephone Service within the State of Kentucky offered by MyLineToo Telecommunications, LLC.

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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Check Sheet

This tariff contains Pages 1 through 39, inclusive, each of which is effective on the date shown thereon.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) To signify a "Change" in existing rate and/or regulation.
- (D) To signify a "Deletion/Discontinuance" of rates, regulations, and or text.
- (I) To signify a rate "Increase".
- (M) To signify matter "Moved/Relocated" within the tariff with no change to the material.
- (N) To signify "New" text, regulation, service, and/or rates
- (R) To signify a rate "Reduction"
- (T) To signify a "Text Change" in tariff, but no change in rate or regulation.
- (Z) To signify a correction.

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Tariff Format

- A. Page Numbering Page numbers appear in the upper right corner of the page.

 Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- C. Paragraph Numbering Sequence There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:

2

2.1

2.1.1

2.1.1.A

2.1.1.A.1

2.1.1.A.1.1

2.1.1.A.1.1.(a)

2.1.1.A.1.1.(a).1

D. Check Sheets – When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check is changed to reflect the revision.

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APPLICATION OF TARIFF

This tariff applies to the furnishing of the Local Exchange Services defined herein by MYLINETOO TELECOMMUNICATIONS, LLC., hereinafter referred to as the "Company" or ("MYLINETOO"). Local Exchange Services are furnished for the use of end-users in placing and receiving local telephone calls within the local calling areas.

MYLINETOO, Inc. is a non-facilities based provider of pre-paid local exchange service. The Company purchases local exchange service from facilities-based local exchange carriers (LECs), such as BellSouth, on a wholesale basis pursuant to standard interconnection agreements and then resells the service to its customers. All service will be touch-tone.

The Applicant operates in a niche market: it provides local calling service only, and only on a pre-paid basis. Accordingly, before arranging to have service installed for a new Customer, the Company requires the Customer to provide actual pre-payment of the service connection charge (Line Connection Order Charge) plus the first month's local service charge (monthly recurring charge) before arranging with its interconnecting carrier to commence service to the Customer. In order to maintain service, the Customer must pay the applicable monthly recurring charge in advance each month at least five days prior to end of the current "service month". Failure to so pre-pay in advance will subject the Customer to denied service and /or disconnection.

Upon receipt of a Customer's initial pre-payment, the Company issues a service order to its interconnecting LEC (most often BellSouth). Experience is that service to one of its Customers will commence from seven to ten days after MYLINTOO issues the service and, as stated above, must prepay at least five days prior to end of the current "service month" in order to ensure continued service.

The Company will block all incoming and outbound toll calls.

The Company will not block 800 (toll free) or 911 calls, and will offer service only in those exchanges where selective blocking is available. Customers may, separate from the Company arrange for access to long distance through 800 numbers.

The provision of local exchange telecommunications service is subject to regulations and conditions specified in this tariff and may be revised added to or supplement by superseding issues.

MYLINETOO reserves the right to offer its Customers a variety of competitive services as deemed appropriate by the Company or similar services as offered by a dominant exchange service provider.

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MYLINETOO may offer services at a reduced rate, free of charge, or offer incentives including gifts certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration.

SERVICE AREA

Local Exchange Service is provided in the Local Service Areas as defined by the exchange service area maps on file with the Kentucky Public Service Commission.

UNDERTAKING OF THE COMPANY

The Company undertakes to provide the services offered in this tariff on the Terms and Conditions and at the rates and charges specified.

Services will be provided where facilities, billing capabilities and the resale of underlying network elements are technologically and /or economically available and feasible. The furnishing of service under this tariff is subject to the continuing availability of all necessary facilities.

The Company reserves the right to limit use of facilities when necessary due to a shortage of facilities or other cause beyond the Company's control.

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Section 1 - Definitions

Certain terms used generally throughout this tariff for services furnished by the Carrier are defined below.

Access Line

A telephone facility that permits access to and from both the Customer's the premises and the telephone exchange or serving central office.

Account Receivable

An individual charge associated with an eligible call purchased from an IXC according to the terms and conditions of the Company's Billing and Collection Services Agreement.

Advance Payment

A payment required before the start of service.

Affiliate

Any person that controls or is controlled by the Company or that is controlled by the same person that controls the Company, and includes a related person

Applicant

A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

Authorized User

A person, firm or corporation that is authorized by the Company to be Connected to the service of the Customer or joint user.

Pre-paid Service

Service on the basis of payment in advance for services provided.

Basic Local Exchange Service

The provision of an access line and usage within a local calling area for The transmission of 2-way interactive switched voice/data communication

Building

PUBLIC SERVICE COMMISSION A structure under one roof and of such a nature that it can in itself fulfill OF KENTUCKY the requirements of a business or residence establishment, or both; or two or more structures that are connected by means of enclosed passageways $0.07 \cdot 0.3 \cdot 2003$ (overhead bridges, subways, or a ground level) or common basements, permitting access from one building to the other, that are suitable for the SUANT TO 807 KAR 5:011 SECTION 9 (1) routing, placing and proper protection of inside cable and wire type facilities. In no case can conduit be considered an enclosed passageway Change to Source EXECUTIVE DIRECTOR

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Section 1 – Definitions (cont.)

Business Service

Determination as to whether or not Customers' service should be classified as business will be based on the character or use to be made of the service. The practice of advertising a telephone number in newspapers, business cards, or on trucks shall be a contributing, but not an exclusive factor in determining the classification of service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

Central Office

An operating unit equipped with apparatus by means of which connection is established between Primary Service.

Commission

The Kentucky Public Service Commission.

Company

MYLINETOO Depending on the context, "Company" may also refer to agents or contractor of the Company, including any facilities-based local exchange carrier whose service the Company is reselling to the Customer.

Continuous Property

Continuous property is defined as plot of ground, together with any buildings thereon, occupied by the Customer, which is not separated by public thoroughfares or by property occupied by others.

Contract

The agreement between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the tariffs.

Control

Includes control in fact, whether or not though one or more persons.

Customer

The person, firm or corporation which orders service and is responsible for the payment of compliance with the terms and conditions of this tariff.

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Customer Provided Equipment

All communications systems, devices, apparatus and their associated wisings provided by Customer.

Demarcation Point

The point where company network services, usually a Network Interface Device (NID), or facilities terminate and, the Company's responsibility for installing and maintaining such services or facilities ends

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Section 1- Definition (cont.)

Directory

A publication containing the dominant LEC's alphabetical listing of information relative to a Customer's name or other identification and telephone number.

Exchange

A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces the city, town or village, and its environs. It may contain one or more central office together with the associated plant, equipment and facilities used in furnishing communication service within that area.

Exchange Area

The area within which the telephone company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

Flat Rate

A tariff charge which includes access and usage.

Increment

Units of measurement defined as minutes, messages or other units charged to a customer for use of service.

Interface Equipment

Equipment provided by the company at the interface location to accomplish the direct electrical connection of facilities provided by the company with facilities provided by other than the company.

"N-11" Service

A service provided by certain LECs whereby a Customer may obtain information by dialing in to a service which supplies the information. The Company does not offer N-11 Service because such service cannot be provided on a pre-paid basis.

LATA

A Local Access and Transport Area established pursuant to the Modification Fund Judgment entered by the United States District Court of College Court of Colleg by the United States District Court of Columbia in Civil **EFFECTIVE**

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Section 1 - Definitions (cont.)

Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Call

A call terminating within the same Local Calling Area from which it was originated.

Local Calling

A communication between two access lines in the same exchange or zone or form an access line in one exchange zone to another access line within another exchange or zone within its local calling area.

Local Calling Area

The geographic area throughout which a Customer of local exchange service obtains telephone service without payment of a toll charge, it includes the home exchange and may also include other nearby exchanges. A local calling area may consist of one, or more than one, central office areas.

Local Exchange Carrier (LEC)

LEC refers to the dominant local exchange carrier in an area.

Long Distance Call

Telephone service between exchange areas where Extended Area Service is not provided.

Measured Rate

A tariff charge for usage. The usage charge may be determined by one or more of the following: frequency, duration, distance, time of day, day of the week and holidays.

Minimum Service Term

The minimum length of time for which a Customer is obligated to pay for service, whether or not retained by the Customer for such minimum length of time.

Network Access Line

The Company-provided circuit used to provide access to the Company's central office for the provision of Primary Service.

Non-Recurring Charge

The one-time initial charge for services or facilities, including but note that the construction, installation or special fees for which the Customer becomes liable at the time the service order is executed.

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Section 1 - Definitions (cont.)

Non-Sufficient Funds (NSF) Check

Any negotiable instrument returned by the bank, savings institution, or other eligible institutions which is returned by that institution with one of the following instructions: non-sufficient funds, uncollected funds, account closed, account frozen, no account.

Person

A natural person, firm, partnership, corporation, association, municipality, corporation, organization, government agency, real estate trust or other legal entity

Point of Demarcation

The point of demarcation is a point in a Customer's circuit to which the telephone company is responsible for service and beyond which the Customer is responsible for service.

Premises

The space occupied by a Customer or authorized user in a building or buildings consisting of all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on continuous property.

Recurring: Charges

The monthly charges paid in advance by the Customer for services, facilities and equipment, which continue for the agreed-upon duration of the service.

Residence Service

Service will be classified as Residence Service where the business use, if any, is merely incidental and where the major use is a social or domestic nature.

Service Central Office

The term "Service Central Office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

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Section 1 -Definitions (cont.)

Service Center

A central office, or two or more central offices located in the same building.

Standard Service Charge (S.S.C.)

Charges for service provided

Service Charges

A charge applied at the time of installation of the service and upon subsequent addition, move and changes.

Service Center

A central office, or two or more central offices located in the same building.

Standard Service Charge (S.S.C.)

Charges for service provided

Service Connection Charge

The non-recurring charge a Customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

Service Date

As defined in Section 2.13.2, the date on which the Company begins providing service to the Customer.

Service Month

The period beginning each month on the Service Date and ending on the date one month, minus one day, later. For example, if a Customer's Service Date is May 15, then the Service Month for that Customer will begin on the 15th of each month and will end on the 14th of the following month thereafter.

Service Order

The request for the company's services executed by the Customer and the company in the format devised by the company. The acceptance by the company and the customer initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Wire Center

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A serving wire center denotes the wire center from which the Customer designated premises would normally obtain dial tone from the company.

<u>User</u>

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Any person who uses telecommunications services provided by the Sentrative ander the jurisdiction of the Louisiana Public Service Commission.

BY Louis L. Structure DIRECTOR

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Section 2 -Rules and Regulations

2.1 Liability of the Company

- 2.1.1 The Company's liability for damages out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the faults in transmission occur.
- 2.1.2 The company shall not be liable for claim or loss, expense or damage (including indirect, special Or consequential damage), for any interruption, delay, error, or omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act to government, or by any other cause beyond the Company's direct control.
- 2.1.3 The company shall not be liable for, and shall be fully indemnified and held harmless by customer against any claims or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of unfair copy-right Or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or the other content revealed to, transmitted, or used by the company under this tariff, or for any act or omission of the customer, or for any personal injury or death of any person caused directly Or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the company, if not directly caused by negligence of the company.
- 2.1.4 The company shall not be liable for the claims of vendors supplying equipment to customers of the company which may be installed at premises of the company nor shall the company be liable for the performance of said vendor or vendors equipment
- 2.1.5 The company shall not be liable for damages whatsoever to property view desired with the installation, maintenance, repair or removal of equipment and associated withing unless the damage is caused by company's willful misconduct or negligence.

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2.1.6 The company's entire liability for any claim of loss, damage of expense from any cause whatsoever shall in no event exceed sums actually paid the company by the customer for the specific service in the month in which the event giving rise to the liability occurred. No action or Proceeding against the company shall be commenced more than one year after the event giving rise to the liability occurred.

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Section 2 - Rules and Regulations (cont.)

2.2 Claims

- 2.2.1 Company shall be indemnified and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "claims") arising from the use of the services pursuant to this tariff involving:
 - A. Claims of third parties, including patrons of Customers, arising out of, resulting from, or related to use of the services.
 - B. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the service.
 - C. Claims for patent infringement arising from combining or using facilities or equipment furnished pursuant to this agreement in connection or in combination with facilities or equipment not furnished by the Company.
 - D. All other claims arising out of any act or omission of Customer, or Customers or patrons of Customer, in connection with the services made available to Customer pursuant to this agreement. Customer agrees to defend costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such claim.

2.3 <u>Installation, Testing and Maintenance</u>

- 2.3.1 Upon suitable notice, the Company may make such tests, adjustments and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments or inspections.
- 2.3.2 The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities provided by Company.
- 2.3.3 When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of any labor charges actually incurred by the Company for the period of time from when personnel are dispatched to the Customer's premises to when the work is completed. Failure by the Company or its Contractors to find trouble in Company facilities will result in poschasse to the Customer if the trouble is actually in those facilities, but not discovered at the time.

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- 2.3.4 Service is installed upon mutual agreement between the customer and the company. The service agreement does not alter rates specified in this tariff.

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Section 2 - Rules and Regulations (cont.)

2.4 Provision of Equipment and Facilities

- 2.4.1 Except as otherwise indicated, Customer-provided station equipment at the Customers premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- 2.4.2 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - A. The through transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B. The reception of signals by Customer-provided equipment; or
 - C. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.5 Non-Routine Installation

2.5.1 At the Customer's request, installation and/or maintenance may be performed outside regular business hours or in hazardous locations. In such cases, charges based on not less than the cost of the actual labor, material, or other costs incurred by an/or charged to the Company will apply. If installation is started during regular business hours but, at the customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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Section 2 - Rules and Regulations (cont.)

2.6 Obligations of the Customer

2.6.1 Customer Responsibilities

A The customer shall pay all applicable charges as set forth in this forth tariff. The Customer is responsible for any damage to or loss of the Company's facilities or Equipment caused by the acts or omissions of customer, authorized user, or joint User, or the non-compliance by the customer, authorized user, or joint user with These regulations, unless caused by the negligence or willful misconduct of the Employees or agents of the company.

2.6.2 Inspections

A Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer, authorized user, or joint user is complying with the requirements set forth in this tariff for installation, operation, and maintenance of Customer-provided facilities, equipment and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.7 Payment for Service

2.7.1 Payment and Collection of Charges

- A The Customer is responsible for prepayment of all charges for facilities and services furnished, including charges for services originated, or charges accepted, at such facilities. The Customer's responsibility also includes charges associated with the fraudulent use of facilities and services by the Customer or any end users of the Customer. The Company shall monthly send the Customer a bill more than five days prior to the end of the current Service Month. The bill shall provide an address and local/toll-free telephone number for customer support and billing inquiries.
- Customer shall pay in advance the amount(s) as specified sentle recurring the services. Non-recurring charges, including construction, are disconvadvance. Fixed recurring charges shall be paid in advance at least five days prior to the end of the current Service Month.

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Section 2- Rules and Regulations (cont.)

- When service does not end on the last day of a Service Month, the charge for the fraction of the Service Month in which service was furnished may be calculated on a pro rata basis. For this purpose, every Service Month is considered to have thirty (30) days. This only applies to fixed monthly recurring charges.
- D The Company will not accept Customer deposits for any reason, including but not limited to, for the purpose of securing telephone service for any period beyond the expiration of any prepaid service.

2.7.2 Service Date

A Upon receipt of an Advance Payment in the amount of the applicable monthly charge (per access line), the Initial Service Order Charge, plus any other charges due for services requested, the Company will arrange for service to be provided to the Customer. The first date thereafter on which the access line serving the Customer's premise is capable of completing local calls shall be the Service Date.

2.7. 3 Taxes and Other Surcharges

A Customer shall pay all sales, use, gross receipts, excise, access, bypass or other Local, State and Federal taxes, KY lifeline support charge (\$0.05/line), KY TRS/TDD surcharge (\$0.10/line), charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income).

2.7.4 Minimum Service Term

A Service is provided on the basis of a minimum period of at least one Service Month. For the purpose of computing charges in this tariff, a Service Month is considered to have thirty (30) days.

2.7.5 Prepayment for All Services

In order to assure continued service, the Company must receive account payment to its account for all services to be provided to the at least five the provider to the end of the current Service Month. All payment must be made in cash or by money order or by any other ready funds such that the Company's account will be credited by its bank with the full amount of the Customer's payment immediately upon payment by the Customer. Payment by check is sued by the Customer will not be sufficient.

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Section 2- Rules and Regulations (cont.)

2.7.6 Late Payment Charge and Collection/Legal Fees

- A Customers failing to prepay at least five days prior to the end of the current Service Month for any service shall be subject to a late payment charge of five (5) percent of the amount due, no late fee will be charged on a previously unpaid late fee.
- B. In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.7.7 Non-Sufficient Funds Checks

A. A fee of \$28.00, or five percent of the amount of the check, which ever is greater, may be charged for each check returned for insufficient funds.

2.8 <u>Discontinuance of Service</u>

- 2.8.1 Upon failure to pre-pay for monthly regulated service owing to the Company at least five days prior to the end of the current Service Month, the Company shall discontinue or suspend (deny) service to the Customer at the end of the current Service Month. In order to preserve its right to so discontinue or suspend service to a Customer who has not prepaid for service at least five days prior to the end of the current Service Month, the Company shall issue written notice five (5) or more days prior to the end of each Service Month notifying the Customer that failure to prepay at least five days prior to the end of the current Service Month shall cause the Company to discontinue or suspend (deny) service to the Customer.
- Upon violation of any of the material terms or conditions for furnishing service, the Company may, by giving thirty (30) days prior notice in writing to the Customer, discontinue service to the Customer.

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Section 2 - Rules and Regulations (cont.)

- 2.8.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to the Customer of if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.8.4 Upon any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.8.5 If a Customer cancels a service order within two (2) days following the date on which the Customer placed the order, the Company will refund all amounts actually paid by the Customer to the Company. The refund will be in the form of a company check mailed to the Customer. Cancellation orders placed after the two-day period will not result in any refund.
- 2.8.6 The Company may discontinue the furnishings of any and/or all service(s) to the Customer without incurring any liability:
 - A Immediately and without notice, if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to the following:
 - A.1 The Customer refuses to furnish information to the Company regarding the Customer's credit worthiness, if requested; or its past or current use of common carrier communications services or its planned use of service(s); or
 - A.2 The Customer provides false information to the Company regarding the Customers identity, address, credit worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s): Service COMMISSION OF KENTUCKY
 - A.3 The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

A.4 The Customer uses, or attempts or use pervice with the intent to avoid the payment, either in whole or level the three charges for the service by:

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Section 2 - Rules and Regulations (cont.)

- A.4.1 Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff or
- A.4.2 Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
- A.4.3 Any other fraudulent means or devices.
- A.5 For failure to pay for service in a timely fashion, in accordance with section 2.14.1 of this tariff.
- A.6 For using the service to make interexchange (toll) calls other than through an 800 number. (This could occur if toll service blocking is removed in error.)
- A.7 Seven (7) days after sending the Customer written notice of non-compliance with any provision of this tariff if the non-compliance is not corrected within that seven (7) day period.
- 2.8.7 The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- 2.9 Reserved for Future Use
- 2.10 Application for Service

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2.10.1 Service is installed and provided upon acceptance by the Company of its standard service application which may be completed either by the Customer of by the Company's employees or other authorized representatives based on information provided by the Customer. As indicated in this tariff, prepayment is required prior to provision of service. No deposits will be accepted.

BY

EXECUTIVE DIRECTOR

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Section 2 - Rules and Regulations (cont.)

2.11 Cancellation of Application for Service

- 2.11.1 Applications for service may be canceled at any time prior to Service Date. Refunds shall be made for timely cancellations as provided in Section 2.8.5of this tariff.
- 2.11.2 Where the Company incurs any expense in connection with applications for service or where placement of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursement, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the application for or provision of service.
 - 2.11.3 The charges described above will be calculated and applied on a case-by-case basis.

2.12 Moves, Adds, and Changes

2.12.1 Upon receipt of notice from Customer and prepayment of any related charges, Company will add or change locations or features of specific lines and equipment. Company shall charge Customer a non-recurring charge for such service. The Company may require a signed authorization from the Customer for additions to or changes in the existing service or application.

2.13 Allowances for Interruption in Service

- 2.13.1 A credit allowance will be given on a per-line basis for any period during which any line subscribed to by Customer remains out of service, as defined hereunder, except as specified below. Out of service conditions are defined as complete loss of local call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by Customer hereunder and shall be deducted by the Customer on payment of next month's charges.
- 2.13.2 A credit allowance is applicable only for monthly recurring changes in Covill be made, following prompt notice by the Customer to the Company, when an interruption occurs because of a failure of any component furnished under this tariffon Company. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. During the testing and support period keep vice is considered to be impaired, but not interrupted.

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Section 2 - Rules and Regulations (cont.)

- 2.13.3 For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the following month's service based on the rates hereunder. Only those services on the interrupted portion of the circuit will receive a credit.
- 2.13.4 The Customer shall be entitled to one full day's credit if during any day the Customer's service is interrupted for any period greater than thirty minutes. Multiple service interruptions on the same day shall not entitle the Customer to more than one day's credit.

2.14 Limitations on Credit Allowances

- 2.14.1 No credit allowances will be made for:
 - A Interruptions due to the negligence of, or non-compliance with the provisions of this tariff, by the Customer, or by another common carrier providing service connected to the service of the Company;
 - B Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
 - C Interruptions of service during any period in which the Company is not given access to the premises at which the Company-provided service is interrupted or terminated.
 - D Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
 - Interruptions of service during any period where who course has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

F Interruptions of service due to circumstances of Causes beyond the control of Company.

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Section 3 - Description of Services Offered

3.1 Local Service Areas

The company will provide residential and business prepaid local exchange service throughout the entire State of Kentucky.

3.2 Description of Service: No Usage - Sensitive Charges

- 3.2.1 Services are available to business and residence Customers. The classification of service as business or residence is determined by the character of use of the service as stated in the Definitions Section of this tariff.
- 3.2.2 The Company's basic service consists of flat-rate unlimited local calling. None of the services offered by the Company are charged on a per-call or per-minute-of-use basis, and therefore the Company policy on the timing of calls, calls initiation or call termination.

OR

- 3.2.3 Customers may make arrangements separate from the Company to make inter-exchange calls through 800 services.
- 3.2.4 If the Customer becomes able to place toll calls other than in accordance with the preceding Section (for example, if toll blocking on the Customer's line is removed by error), the Customer (1) will refrain from making or receiving any calls that will result in a toll charge, and (2) will immediately notify the Company. Should the Customer actually place or receive toll calls under such circumstances, the Customer will be charged for any calls based upon the charges actually incurred by the Company as a result of calls placed or received by the Customer.

3.3 Local Exchange Service

3.3.1 Local Exchange Service provides an individual access line for the transmission of two-way switched voice or data communication within a local calling area. All service is at least touchtone grade. The individual access line is the connecting facility between a Customer's premise and a serving central office that provides Customer access to the switched network for placing and receiving calls. The Company does not provide interexchange service (also known as "long distance," "intraLATA," or "toll" service). Note: the Company service (also known as "long exchanges that are not capable of providing the selective blocking service is provided at no charge. FCC Network Access Charges, Subscriber Intrastate Line charges, Emergency ITS artice Charges,

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Section 3 - Description of Services Offered (cont.)

Telecommunication for the Deaf Fund Charges, and ADA compliance charges will be passed on to Customers and added to their monthly bills after the first month.

A Residence Service

A.1 The residential Customer is provided an individual access line and unlimited local calling within their Local Calling Area as defined in Section 1. The monthly recurring charge per access line including unlimited calling within the specified Local Calling Area is \$29.95.

B Business Service

B.1 The business Customer is provided an individual access line and unlimited local calling within their Local Calling Area as defined in Section 1. The monthly recurring charge per access line including unlimited calling within the specified Local Calling Area is \$44.00.

3.4 Service Connection and Change Charges

3.4.1 Service connection and change charges are non-recurring charges which apply to ordering, installing or changing of local telephone service. One or more Service Connection Charges may apply to each Customer order depending upon the work functions performed.

A Description of Charges

- A.1 Line Connection Order Charge -Applies to receiving, recording and processing information necessary to execute a new Customer's request to begin receiving telephone service or to reestablish a Customer's service after disconnection or to execute a Customer's request to move the Customer's telephone service to a new location; includes all taxes on access line charge and taxes on any Custom Calling Features charges for the initial service month, and all FCC Network Access Rathsarber Intrastate Line, Emergency 911 Service, Telecommunication for the Deaf Fund, and ADA compliance charges for the initial service month.
- A.2 <u>Line Change Order Charge</u> Applies to receiving seconding and R 5:01: processing information necessary to change the Custoffield Note have number.

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Section 3 - Description of Services Offered (cont.)

- A.3 <u>Second Service Charge</u> Applies to the processing work necessary to restore service to a Customer after that service was suspended (denied) but not disconnected for non-payment, or to execute a Customer's request to change the Customer's listing, or to add, delete or rearrange Customers Custom Calling Feature(s) or Function(s).
- A.4 Account Transfer Charge -Applies to switching Customer's existing dial tone service to the Company from another company (the dominant Local Exchange Carrier or another CLEC); includes all taxes on access line charge and taxes on any Custom Calling Features charges for the initial service month, and all FCC Network Access, Subscriber Intrastate Line, Emergency 911 Service, Telecommunication for the Deaf Fund, and ADA compliance charges for the initial service month

B Rates

B.1 Non-Recurring Charges

	<u>Residence</u>	<u>Business</u>
B.1.1 Line Connection Order Charge	\$30.00	\$85.00
B.I.2 Line Change Order Charge	\$20.00	\$40.00
B.1.3 Secondary Service Charge	\$20.00	\$30,00
B.1.4 Account Transfer Charge	\$10.00	\$20.00

3.5 Custom Calling Services

Custom Calling Services are optional service arrangements of central office features furnished to individual line Customers. The following custom calling features and functions are available within the exchange area of all exchanges served by a central office where facilities and operating conditions permit. Customers may subscribe to one or more of the following features or subscribe to a package:

3.5.1 Features and Functions

A. Call Forwarding - Call Forwarding allows the Customer's calls to follow the Customer to any telephone number of Customer's choice if the Kennick alling Area.

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Section 3 - Description of Services Offered (cont.)

- B. <u>Call Waiting/Cancel Call Waiting</u>. Call Waiting permits the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and, by operation of the switch-hook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switch-hook. Cancel Call Waiting allows a Customer to disable Call Waiting for the duration of an outgoing call by dialing an activation code immediately prior to placing the call. Cancel Call Waiting is automatically deactivated when the Customer disconnects from the call.
- C. <u>Three-Way Calling</u> Permits the Customer to add a third party to an established connection on both outgoing and incoming calls.
- D. <u>Speed Calling</u> Permits the Customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than the complete telephone number. This feature is available as an eight code list or thirty code list.
- E. Repeat Dialing Permit the Customer to have calls automatically redialed when the first attempt reaches a busy number.
- F. Call Blocking Allows a Customer to block incoming calls from a maximum of twelve (12) numbers. Blocked calls are routed to a recorded announcement which specifies that the called party is not accepting calls. Diverted callers will not be billed for intraLATA toll charges.
- G. <u>Call Return</u> Allows the Customer to return a call to the last incoming call whether answered or not. Note that the Customer will be unable to return a call outside of the Customer's Local Calling Area unless the Customer subscribes to interexchange (long distance) service from a service provider other than the Company.
- H. <u>Caller ID</u> Automatically displays the phone number, name, date and time of the caller on a display unit (purchased separately) at the time the call is received, enabling the Customer to know who is calling before they pick up the phone. The Company will not be liable for any economic harm, personal injury, invasion of any right of privacy of any person, or any other harm, loss or injury caused or claimed to be caused, directly or indirectly, by the Company Reference or failure to deliver the telephone number of the calling party.

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Section 3 - Description of Services Offered (cont.)

- I. <u>Call Tracing</u> Allows the Customer to dial a code to automatically request that the Company record a caller's originating telephone number and date and time of call as well as the date and time of the Customer-initiated trace. This information is stored by the Company and disclosed only to a law enforcement agency for investigation purposes.
- J. <u>Voicemail</u> Allows the customers to receive messages when they are unavailable.
- K. <u>Area Plus</u> Allows customers to access a calling plan for a local service area sufficiently large to encompass a user's community of interest (but no greater than 40 miles)
- L. <u>Custom Calling Features Package</u> This is a package only available to Residential Customers, which includes all of the Custom Calling Features and Functions listed immediately above as A through I.
- 3.6 <u>Premises Wiring</u>. The Customer shall be responsible for all wiring at the Customer's premise. If available, the Company may provide the Customer with a list of inside wire service providers. Alternatively, the Company may arrange for its contractors to perform inside wiring at the Customer's premises upon a payment by the Customer in advance of all estimated charges. The Company shall refund to the Customer any excess of the amount paid above the actual charges incurred by the Company, and the Customer shall pay to the Company any excess of the amount incurred by the Company over the estimated amount paid by the Customer.

3.7 Operator Services

3.7.1 Directory Assistance

A. The Company does not provide Directory Assistance Service, since it is not possible to provide this service on a pre-paid basis. However, disabled / hearing impaired customers are to receive free directory assistance upon submitting the appropriate request form.

Hearing impaired Customers are to have access to the telephone relay system.

3.8 <u>Directory Listings</u>

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3.8.1 The Company will arrange for a single directory listing in the alphabetical (white) section of the telephone directory published and distributed threadway the Pocel Calling Area by the dominant exchange service provider in the Customer's exchange area and the local directory assistance data base free of charge upon initiation of basic local exchange service. Non-published listings are not listed in the directory nor in the Company's Directory Assistance Records.

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Section 3 - Description of Services Offered (cont.)

3.9 No Provision of IntraLATA Toll Or "N-11" Services

For the purposes of this tariff, ABC Telcom, Inc. does not provide intraLATA toll or "N-11" services because it is not equipped to provide such service on a pre-paid basis; however, Customers will have access to obtain one-plus dialing through a separate long distance provider.

3.10 Miscellaneous Services

4.5.1 900/976 Call Blocking Service

A Calls to other telephone companies' caller-paid information services (e.g. 900, 976, N-II service), etc. will be blocked by the Company's switch, and such Blocking Service will be offered at no charge in all exchanges where facilities and conditions permit.

3.11 Line Hunting

3.11.1 Line Hunting is available to Business Customers only and allows the Customer to specify a hunting sequence or hunting arrangement for call distribution of incoming calls.

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Section 4 - Rates

4.1 Rates

4.1.1	Non-Recu	rring	Charges
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		Residence	Business
Α	Line Connection Order Charge	\$20.00	\$85.00
\mathbf{B}	Line Reconnection Order Charge	\$25.00	\$75.00
C	Line Change Order Charge	\$20.00	\$40.00
D	Secondary Service Charge	\$20.00	\$30.00
E	Account Transfer Charge	\$10.00	\$20.00
F	Late Charge	\$ 5.00	\$10.00
G	Phone Number Change	\$25.00	\$40.00
H	New Non-Published Number	\$31.00	not available
	(includes \$3.95 non-published for first month)		
I	Name Change	\$15.00	\$25.00
J	Any Change Add of Delete	\$12.00	\$22.00

Recurring Charges (monthly) 4.1.2

		Residence	Business
Α	Local Exchange Service Per Access	***************************************	
	Line including Unlimited Calling within		
	the specified Local Calling Area	\$29.95	\$44.00
В	Call Forwarding	\$ 6.00	\$ 6.00
C	Call Waiting	\$ 6.00	\$ 6.00
D	Three-Way Calling	\$ 6.00	\$ 6.00
E	Speed Calling	\$ 6.00	\$ 6.00
F	Repeat Calling	\$ 6.00	\$ 6.00
G	Call Blocking	\$ 6.00	\$ 6.00
H	Call Return	\$ 6.00	\$ 6.00
I	Caller ID	\$10.00	\$15.00
J	Call Tracing	\$ 6.00	\$ 6.00
K	Voicemail	\$ 6.95	\$ 8.95
L	Area Plus	\$23.00	\$28.00
M	Custom Calling Features Package		·
	(includes all features listed as B		
	through J above)	\$19.95	not available
N	Non-Published or Unlisted Status	\$ 3.95	not available
O	Line Hunting Charge Per Line	not available	\$17.00

4.1.3 Package Prices Residential (monthly)

A. MYLINETOO Basic \$29.95 UNLIMITED LOCAL CALLING AND 911 SERVICE SERVICE COMMISSION OF KENTUCKY (YLINETOO Value \$39.95 EFFECTIVE

B. MYLINETOO Value \$39.95

Call Waiting, Call Forwarding, 3 Way Calling
C. MYLINETOO Complete \$49.95

C. MYLINETOO Complete \$49.95

Call Waiting, Call Forwarding, 3 Way Calling, Speed Dial 30, Caller ID

Call Return, Call Block, Call Tracing and Anonymous Gall Rejection KAR 5.011 SECTION 9 (1)

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Section 5 -Billing Contents

5.1 Billing Contents

The company's customer bills contain the following information:

- 1. Name and address of Company
 - Address for Correspondence

Address for Remittance

- 2. Customer Service/Billing Inquiry toll-free telephone number
- 3. Name and address of Customer
- 4. Bill Date
- 5. All Account Numbers
- 6. Invoice Number
- 7. Summary of Charges
- 8. Detail of Charges

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Section 6 - Promotional Offerings

6.1 PROMOTIONAL OFFERINGS

- 6.1.1 Special Offer
 - A. MYLINETOO Basic \$29.95 UNLIMITED LOCAL CALLING AND 911 SERVICE
 - B. MYLINETOO Basic \$39.95 Area Plus, Call Waiting, Call Forwarding, 3 Way Calling, Speed Dial 30, Caller ID, Call Return, Call Tracing, Anonymous Call Rejection
- 6.1.2 The Customer may from time to time, upon Commission approval engage in special promotional service offering designed to attract new customers or to increase existing customer's awareness of a particular tariff offering. These offering may be limited to certain dates, times and/or locations.

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